

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release and Termination Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		09/02/2004	Bank:

RECEIVING PARTY DATA

Name:	American Pharmaceuticals Partners, Inc.
Street Address:	10866 Wilshire Boulevard, Suite 1270
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1711083	NEBUPENT
Registration Number:	1562957	LYPHOCIN
Registration Number:	1423565	PEDTRACE
Registration Number:	1423564	NEOTRACE
Registration Number:	1388211	MAXIFILL
Registration Number:	1358807	PENTAM
Registration Number:	1354923	MAXIVIAL
Registration Number:	1337524	HEP-FLUSH
Registration Number:	1322945	LYPHOLYTE
Registration Number:	1322944	TRACELYTE
Registration Number:	1342141	VITAGARD
Registration Number:	1306775	M.V.C. 9+3
Registration Number:	1282090	LYPHOMED
Registration Number:	1311934	IODOPEN

TRADEMARK

REEL: 002928 FRAME: 0700

900012425

CH \$615.00 1711083

Registration Number:	1282074	MOLYPEN
Registration Number:	1434449	P.T.E.
Registration Number:	1282073	SELEPEN
Registration Number:	1291778	SPARK KIT
Registration Number:	1252131	INJECT-ALL
Registration Number:	1207817	M.T.E.
Registration Number:	817875	BRISTOJECT
Registration Number:	774860	MURI-LUBE
Serial Number:	76115374	APP
Serial Number:	76115231	APP AMERICAN PHARMACEUTICAL PARTNERS, INC.

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 268 7037

Email: rlal@mofo.com

Correspondent Name: Douglas L. Hendricks/Jeffrey M. Kayes

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:

42005-31

NAME OF SUBMITTER:

Douglas L. Hendricks/ Ritasha Lal

Total Attachments: 6

source=42005-31#page1.tif

source=42005-31#page2.tif

source=42005-31#page3.tif

source=42005-31#page4.tif

source=42005-31#page5.tif

source=42005-31#page6.tif

RELEASE AND TERMINATION AGREEMENT dated as of September 2, 2004, among AMERICAN PHARMACEUTICAL PARTNERS, INC., a Delaware corporation (the "Borrower"), and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "Administrative Agent") and CANADIAN IMPERIAL BANK OF COMMERCE, as issuing lender (in such capacity, the "Issuing Lender"). Unless otherwise defined or specified herein, capitalized terms shall have the meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement dated as of December 14, 2001 (as amended, supplemented and otherwise modified, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Lenders have extended credit to the Borrower, and have agreed to extend credit to the Borrower, in each case subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Security Documents, the Borrower and the Subsidiary Guarantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral to secure the Obligations; and

WHEREAS, the Borrower intends, simultaneously with the execution of this Agreement, (a) to terminate all remaining Commitments under the Credit Agreement, and (b) to repay all Loans outstanding under the Credit Agreement, if any, to pay all accrued and unpaid interest, if any, and fees payable under the Credit Agreement and to pay all other monetary obligations of the Borrower under the Credit Agreement and the other Loan Documents, including amounts payable pursuant to any indemnity or expense reimbursement provisions thereof (the amounts described in this clause (b) being referred to as the "Designated Obligations"); and

WHEREAS, the Designated Obligations are set forth in Schedule I hereto;

NOW, THEREFORE, in consideration of the payment in full of the Designated Obligations simultaneously with the execution and delivery of this Agreement:

1. The parties hereto hereby agree that (a) the Commitments are terminated and the Lenders have no further obligation to extend credit under the Loan Documents, (b) the Issuing Lender shall have no further obligation to issue Letters of Credit, and (c) all obligations of the Borrower under the Credit Agreement, including without limitation, liability in respect of the Designated Obligations, is hereby discharged and paid in full and each of the obligations of the Loan Parties under, and the Security Agreements, and the Guarantee Obligations of the Loan Parties under, and the Guarantees, are terminated and of no further force and effect; provided that the foregoing shall not be construed to relieve any Loan Party from its obligations under any indemnity or similar expense reimbursement provisions of any Loan Document insofar as such obligations and liabilities survive the repayment of the Loans

and the termination of the Commitments (including, without limitation, Sections 2.15, 2.16, 2.17, 2.18, 10.5 and 10.7 of the Credit Agreement).

2. The Administrative Agent does hereby release and discharge any and all security interests and Liens granted to it pursuant to the Security Documents. The Administrative Agent agrees to execute (if required) and deliver to any Loan Party or its agents (at the expense of the Loan Parties) any UCC termination statements, PPSA financing change statements, irrevocable stock powers, mortgage release documents or other instruments or documents that any Loan Party shall reasonably request, and in each case, in form and substance reasonably satisfactory to the Loan Parties, in order to evidence or give effect the release of such security interests and Liens and to release and discharge any right, title or interest that the Administrative Agent may have or that it may be entitled to by virtue of the Security Documents in or to the Collateral and to return to the Loan Parties any certificate or certificates or other instruments constituting Collateral (including, but not limited to, the documents set forth on Schedule II hereto). Each release and discharge of Liens pursuant to this paragraph is without recourse to or warranty by the Administrative Agent. In addition, upon effectiveness of this letter, (x) any Note issued pursuant to the Credit Agreement shall be deemed canceled and (y) the Loan Parties may provide this Agreement to any third party as evidence of the release of such security interests and Liens described above and the discharge of any right, title or interest that the Administrative Agent had or that was entitled to by virtue of the Security Documents in or to the Collateral.

3. Canadian Imperial Bank of Commerce, in its capacity as Issuing Lender, hereby releases and terminates the obligations of the Revolving Lenders under Section 3.4 of the Credit Agreement.

4. This Agreement shall become effective only after (a) counterparts hereof have been executed by the Borrower and Canadian Imperial Bank of Commerce (as Administrative Agent under the Credit Agreement and the Security Documents) and Canadian Imperial Bank of Commerce, as Issuing Lender, and are in the possession of the Administrative Agent, (b) the Administrative Agent has received, by wire transfer of immediately available funds, the aggregate amount of the Designated Obligations, as set forth in Schedule I hereto; provided that this Agreement shall not become effective unless all the foregoing conditions are satisfied prior to 5:00 p.m., New York time, on the date hereof. Upon receipt of the amount set forth on Schedule I hereto, the Administrative Agent shall deliver to the Borrower the acknowledgement set forth in Annex A hereto.

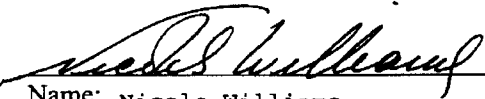
5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute

S-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AMERICAN PHARMACEUTICAL PARTNERS,
INC.,

By: 
Name: Nicole Williams
Title: Executive Vice President and
Chief Financial Officer

Release & Termination Agreement
American Pharmaceutical Partners, Inc.
September 2004

TRADEMARK
REEL: 002928 FRAME: 0704

S-2

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent and as Issuing Lender

CIBC WORLD MARKETS CORP., as agent for
Canadian Imperial Bank of Commerce as Adminis-
trative Agent and Issuing Lender

By: 
Name: George Knight
Title: Managing Director

Release & Termination Agreement
American Pharmaceutical Partners, Inc.
September 2004

*** TOTAL PAGE 03 ***

TRADEMARK
REEL: 002928 FRAME: 0705

Schedule II

1. Authorization to file UCC-3 terminations with respect to the following UCC-1 financing statements:

Debtor	Number	Jurisdiction
Borrower	0135861037 filed 12/21/01	California
Borrower	11768428 filed 12/21/01	Delaware
Borrower	Book 00099 Page 3792 filed 12/31/01	Erie County, NY
Borrower	0011221003 filed 12/21/2004	Cook County, IL
WebDrugSource.com	0135861039 filed 12/21/01	California

2. Authorization to terminate of the following Canadian financing statements:

Debtor	Number	Jurisdiction
PPCI	878468121 filed 12/03/01	Ontario
PPCI	01120302425 12/03/01	Alberta
PPCI	01120302458 12/03/01	Alberta
PPCI	102125A filed 12/03/01	British Columbia

3. Authorization to terminate the following filings with the United States Patent and Trademark Office
(* denotes application):

Debtor	Location	Description
Borrower	Patents Security Interest filed with the U.S. Patent and Trademark Office on 1/16/02 in Reel/Frame 012463/0897	4,879,308 – Aqueous Nitroglycerin Injection and Manufacturing Process 4,915,956 – Liquid Cisplatin Formulations 6,136,814 – Aqueous Acyclovir Product
Borrower	Trademarks Security Interest filed with the U.S. Patent and Trademark Office on 1/16/02 in Reel/Frame 2428/0067	1,711,083 - Nebupent 1,562,957 - Lyphocin 1,423,565 - Pedtrace 1,423,564 - Neotrace 1,388,211 - Maxifill 1,358,807 - Pentam 1,354,923 - Maxivial 1,337,524 - Hep-Flush 1,322,945 - Lypholyte 1,322,944 - Tracelyte

		1,342,141 - Vitagard 1,306,775 - M.V.C. 9+3 1,282,090 - Lyphomed 1,311,934 - Idopen 1,282,074 - Molyphen 1,434,449 - P.T.E. 1,282,073 - Selepen 1,291,778 - Spark Kit 1,252,131 - Inject-All 1,207,817 - M.T.E. 817,875 - Bristoject 774,860 - Muri-Lube 76115374* - APP and Design 76115231* - APP APP and Design
--	--	---

4. Authorization to terminate of the following filings with the Canadian Intellectual Property Office
(* denotes application):

Debtor	Office	Description
Borrower	Trademarks Security Agreement recorded on 2/13/02 in File No. 516507	TMA373,150 - Lyphomed TMA410,525 - M.V.C. 9+4 TMA404,528 - M.V.C. 9+4 (Pediatric) TMA420,490 - Nebupent TMA415,174 - Lyphocin TMA403,647 - Pedtrace TMA403,378 - Neotrace TMA404,158 - Maxifill TMA332,071 - Lypholyte TMA403,379 - Tracelyte TMA318,665 - M.V.C. 9+3 TMA313,405 - Iodopen TMA313,452 - P.T.E. TMA313,572 - M.T.E.
PPCI/Borrower	Patents Security Agreement recorded on 03/04/02 in File No. 05156921	2347330* - Liquid Injectable Formulation of Disodium Pamidronate

5. Return of the following Pledged Securities and Stock Powers: